

**WAYNE COUNTY COMMON PLEAS COURT
CIVIL DIVISION**
215 NORTH GRANT STREET
WOOSTER, OHIO 44691
(330) 287-5590
SUMMONS

MICHAEL BYLER, et al

CASE NO. 2022 CVC-H 000359

Plaintiff

vs.

FORD MOTOR COMPANY

Defendant

To: **FORD MOTOR COMPANY**
C/O CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY, STE 125
COLUMBUS, OH 43219

To the above named defendant(s):

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) had been filed against you in this court by the plaintiff(s) named herein. You are required to serve upon the plaintiff's attorney, or upon the plaintiff if he/she has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you. Said answer must be filed with this court within three days after service on plaintiff's attorney.

The name and address of the plaintiff's attorney is as follows:

CHRISTOPHER ALLEN WINKLER
30928 FORD RD
GARDEN CITY, MI 48135

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.



By: *D. Stutzman*
Deputy Clerk

8/18/2022

**IN THE COURT OF COMMON PLEAS
WAYNE COUNTY, OHIO**

MICHAEL BYLER and)	Case No.	2022 CVC-H 000359
MICHELLE BYLER)	Judge:	MARK K Wiest
13053 Claridon Troy Road)		
Chardon, OH 44024)		
Plaintiffs,)		
v)		
FORD MOTOR COMPANY)		<u>COMPLAINT</u>
c/o CT Corporation System)		(Jury Demand Endorsed Hereon)
4400 Easton Commons Way, Ste. 125)		
Columbus, Ohio 43219)		
Defendant.			

NOW COMES the Plaintiffs, by and through the undersigned attorneys, complains against the above named Defendant as follows:

1. Plaintiffs are residents of the city of Chardon, Ohio.
2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Ohio and, at all times relevant hereto, was engaged in the manufacture, warrantying, sale distribution and/or importing of Ford vehicles and related equipment for sale in the state of Ohio, with its registered office in the city of Columbus, County of Franklin, Ohio.

3. On or about September 29, 2017, Plaintiffs entered into a vehicle purchase agreement with White's Ford (herein referred to as "Seller"), and were delivered a 2017 Ford F-250, VIN 1FT7X2B66HEB33593 (hereinafter referred to as "2017 F-250") in the City of Orrville, County of Wayne, State of Ohio (see copy of the Retail Installment Contract attached as Exhibit A).

4. Along with the sale of the 2017 F-250, Plaintiffs received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Defendant (a copy of the written warranty is in the possession of the Defendant and is too voluminous to attach hereto).

5. Plaintiffs have taken the 2017 F-250 to Manufacturer's authorized agents/dealers, including Seller, for repair on numerous occasions (including, but not limited to the repair records attached as Exhibit B), however the vehicle continues to have substantial nonconformities.

6. Seller is a Ford Motor Company authorized dealership and service facility and has acted as Defendant's agent and for Defendant's benefit during the sale, repair and servicing of the vehicle.

7. This cause of action arises out of Defendant's various breaches of warranties, violations of statutes as hereinafter alleged. The amount in controversy exceeds FIFTEEN THOUSAND DOLLARS (\$15,000.00), exclusive of interest and costs, for which Plaintiffs seek judgment against Defendant. In addition, Plaintiffs seek damages from the Defendant as set forth below, including, but not limited to, economic damages, noneconomic damages, statutory, incidental, consequential and actual damages, interest, costs, and attorneys' fees.

COUNT I
BREACH OF EXPRESS WARRANTY

8. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 7 as though herein fully restated and realleged.

9. Plaintiffs are "buyers" under the Ohio Uniform Commercial Code, Ohio Rev. Code (ORC) 1302.01.

10. Defendant is a "seller" under the Ohio Uniform Commercial Code, ORC 1302.01

11. The 2017 F-250 constitutes "goods" under the Ohio Uniform Commercial Code, ORC 1302.01.

12. This is a "transaction in goods," to which ORC 1302.02 is applicable.

13. Plaintiffs purchase of the 2017 F-250 was accompanied by an express, written warranty, offered by the Defendant. At the subsequent servicing of the vehicle, an additional warranty was provided regarding the parts installed and labor performed. Whereby said warranties were part of the basis of the bargain of the contract, upon which Plaintiffs relied, between Plaintiffs and Defendant for its sale of the vehicle.

14. In these express warranties, the Defendant warranted if any defects were discovered within certain periods of time, the Defendant would provide repair of the 2017 F-250 in a reasonable amount of time and free of charge to Plaintiffs under the terms of the express warranty.

15. Plaintiffs discovered the 2017 F-250 had defects and problems after Plaintiffs purchased the vehicle as discussed above.

16. Plaintiffs notified Defendant of the aforementioned defects.

17. Plaintiffs have provided the Defendant with reasonable opportunities to repair or replace the 2017 F-250. (Including, but not limited to, Exhibit B, repair orders).

18. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty.

19. The Defendant has failed to adequately repair the 2017 F-250 and/or have not repaired the 2017 F-250 in a timely fashion, and the 2017 F-250 remains in a defective condition.

20. The 2017 F-250's defects have rendered the limited warranties ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to ORC 1302.93(B).

21. The 2017 F-250 continues to contain defects which substantially impair the value and use of the 2017 F-250 to the Plaintiffs.

22. These defects could not reasonably have been discovered by the Plaintiffs prior to Plaintiffs purchase and/or acceptance of the 2017 F-250.

23. The Defendant induced Plaintiffs acceptance of the 2017 F-250 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

24. The many defective conditions on the 2017 F-250 have substantially impaired the value to the Plaintiffs.

25. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiffs allege that as of the date of revocation, the 2017 F-250 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiffs have suffered and is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

26. The Defendant has refused Plaintiffs demands and have refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled pursuant to ORC 1302.26, ORC 1302.85, ORC 1302.88, and ORC 1302.89.

WHEREFORE, Plaintiffs pray for judgment against Defendant:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;
- C. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- D. For incidental, consequential and actual damages;
- E. For all damages caused by a Defendant's breach of warranty;
- F. For costs, interest and attorneys' fees; and
- G. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

27. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 26 as though herein fully restated and realleged.
 28. The Defendant is a "merchant" with respect to automobiles under the Ohio Uniform Commercial Code, ORC 1302.01.
 29. The 2017 F-250 and the replacement parts installed on it at its subsequent servicing were subject to implied warranties of merchantability under ORC 1302.27, running from the Defendant to the benefit of Plaintiffs.
 30. The 2017 F-250 and replacement parts installed on the vehicle were not fit for the ordinary purpose for which such goods are used and/or would not pass without objection in the trade.
 31. The defects and problems hereinbefore described rendered the 2017 F-250 and replacement parts unmerchantable.
 32. The Defendant failed to adequately remedy the defects in the 2017 F-250; and the 2017 F-250 and replacement parts continue to be in an unmerchantable condition at the time of revocation.
- WHEREFORE, Plaintiffs pray for judgment against Defendant:
- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
 - B. For damages caused by a breach of the implied warranty;
 - C. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;

- D. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and attorneys' fees; and
- G. Such other relief this Court deems appropriate.

COUNT III
REVOCATION OF ACCEPTANCE

- 33. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 32 as though herein fully restated and realleged.
- 34. Plaintiffs accepted the 2017 F-250 without discovering the above defects due to the fact Plaintiffs were reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.
- 35. In the alternative, Plaintiffs reasonably assumed, and Defendant represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.
- 36. After a reasonable number of attempts by Defendant to cure, it has become apparent the nonconformities could not be seasonably cured.
- 37. The nonconformities substantially impaired the value of the 2017 F-250 to the Plaintiffs.
- 38. Plaintiffs have previously notified Defendant of the nonconformities and Plaintiffs notified Defendant that he seeks revoke acceptance pursuant to ORC 1302.66 and demanded the refund of the purchase price for the 2017 F-250 and out-of-pocket expenses. (Including, but not limited to, the copy of Plaintiffs letters attached hereto as Exhibit C and D).

39. Defendant has failed to accept return of the 2017 F-250 and have failed to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;
- C. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT IV
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

40. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 39 as though herein fully restated and realleged.

41. Plaintiffs are "consumers" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

42. The Defendant are "suppliers" and "warrantors" as defined by the Warranty Act, 15 USC 2301(4) and (5).

43. The 2017 F-250 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

44. The 2017 F-250 was manufactured, sold and purchased after July 4, 1975.

45. The express warranty given by the Defendant pertaining to the 2017 F-250 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

46. The Seller is an authorized dealership/agent of Ford Motor Company designated to perform repairs on vehicles under Ford Motor Company's automobile warranties.

47. The above-described actions (failure to timely repair and/or properly repair the above-referenced defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Defendant actionable under the Warranty Act, 15 USC 2310(d)(1) and (2) have damaged the Plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. All damages caused by a Defendant's breach of written warranty;
- C. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;
- D. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- E. For consequential, incidental and actual damages;
- F. For costs, interest and attorneys' fees; and
- G. Such other relief this Court deems appropriate.

COUNT V
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

48. Plaintiffs incorporates herein by reference each and every allegation contained in Paragraphs 1 through 47 as though herein fully stated and realleged.
49. The above-described actions on the part of the Defendant constitute a breach of the implied warranty of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiffs pray for judgment against Defendant:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;
- C. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- D. For consequential, incidental and actual damages;
- E. All damages caused by breach of an implied warranty;
- F. For costs, interest and attorneys' fees; and
- G. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF CONTRACT

50. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 49 as though herein fully restated and realleged.

51. A written limited warranty and implied warranty of merchantability accompanied the delivery of the 2017 F-250 to Plaintiffs and the subsequent servicing of the vehicle. The limited warranty provided the Seller and Manufacturer would successfully and timely repair or adjust all parts found to be defective in factory-supplied materials or workmanship.

52. The sale of the vehicle, the written warranty and subsequent servicing of the 2017 F-250 created a contractual relationship between the Defendant and Plaintiffs.

53. The Defendant has breached their contractual obligations to the Plaintiffs related to its sales contract, limited warranty contract and servicing contract in that they have failed to timely or properly repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time, provided an unmerchantable vehicle and provided unmerchantable replacement parts.

54. Plaintiffs have been damaged as a result of the Defendant breach of contractual obligations.

WHEREFORE, Plaintiffs pray for judgment against all Defendant:

- A. Damages incurred by Plaintiffs created by Defendant breach of contract, including all monies paid for the purchase of the 2017 F-250;
- B. For return of an amount equal to Plaintiffs down payment and all payments made by Plaintiffs to the Defendant;
- C. For incidental, consequential, exemplary and actual damages;
- D. To cancel Plaintiffs retail installment contract and pay off the balance of the contract;

- E. For costs and expenses, interest, and attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT VII
RESCISSON OF CONTRACT

55. Plaintiffs incorporates herein by reference each and every allegation contained in Paragraphs 1 through 54 as though herein fully restated and realleged.

56. An express limited warranty accompanied the delivery of the 2017 F-250 to Plaintiffs. The limited warranty provided the Seller would repair or adjust all parts found to be defective in factory-supplied materials or workmanship.

57. The sales contract and the limited warranty, given by Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2017 F-250 created a contractual relationship between the Defendant and Plaintiffs.

58. The Defendant has breached sales contract and the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time, and failed to provide a merchantable vehicle.

59. The actions of the Defendant have resulted in a failure of consideration justifying the rescission of the contract.

60. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiffs and damages sustained by Plaintiffs, together with interest, are not restored.

WHEREFORE, Plaintiffs pray for judgment and the following relief against all Defendant:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiffs, terminating the retail installment contract, requiring the Defendant to pay off the balance of the contract and ordering Plaintiffs to return the 2017 F-250 to the Defendant;

B. Damages incurred by Plaintiffs created by Defendant breach of contract, including all monies paid for the purchase of the 2017 F-250;

C. For return of an amount equal to Plaintiffs down payment and all payments made by Plaintiffs to the Defendant;

D. For incidental, consequential and actual damages;

E. For costs and expenses, interest, and attorneys' fees; and

F. Such other relief this Court deems appropriate.

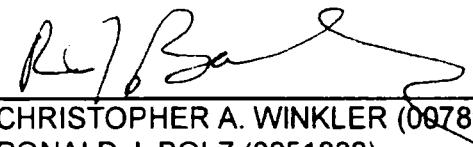
JURY DEMAND

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

LAW OFFICE OF RONALD J. BOLZ, PLLC

By:

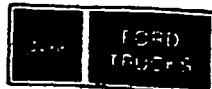

CHRISTOPHER A. WINKLER (0078935)
RONALD J. BOLZ (0051838)
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700
cwinkler@lemonauto.com

Dated: August 17, 2022

Exhibit A



White's  57



1780 North Main Street • Orrville, Ohio 44667.
Phone 330/682-2040 • Toll Free 888/677-8455

CUSTOMER DOB: 05/03/1974 COBUYER DOB: 10/16/1972

24147

STOCK NO.	17-073
DEAL #	28688
MILEAGE	79

PURCHASER'S NAME MICHELLE BYLER MICHAEL BYLER

DATE SEP 29 2017

ENTER MY ORDER FOR ONE <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> GM GM VAN CAR <input type="checkbox"/> FACTORY OFFICIAL CAR <input type="checkbox"/> LEADERSHIP TYPE VEHICLE									
YEAR 2017	MAKE FORD	MODEL F-150	BODY TYPE PU	COLOR MAGNETIC	TRIM Lariat	DRIVER SIDE DOOR COLOR MAGNETIC	DRIVER SIDE SIDE MIRROR COLOR MAGNETIC	DRIVER SIDE ROOF COLOR MAGNETIC	DRIVER SIDE SIDE MIRROR MAGNETIC
VIN 1FTEW1E66HEB33515	1 F T E W 1 E 6 6 H E B 3 3 5 1 5	5 9 3 1	TO BE DELIVERED ON OR ABOUT SEP 2017	\$ 50000.00					
MSRP/RETAIL VALUE \$ 50000.00									
CASH PRICE OF VEHICLE \$ 50000.00									
ADDITIONAL DEALER MARKUP FOR FINANCE PURPOSES TO OFF SET MINUS EQUITY									
ADJUSTED CASH PRICE OF VEHICLE \$ 50000.00									
NEGATIVE EQUITY ADJUSTMENT REFUNDABLE AT THE END OF THE CONTRACT TERM									
X									
THE OPTIONS OR ACCESSORIES SHOWN ABOVE ARE COVERED UNDER A LIMITED WARRANTY OFFERED BY THE MANUFACTURER OF THE PARTICULAR ITEM(S).									
THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS 79,000 MILES/ODOMETERS AND IS ACCURATE UNLESS CHECKED. INODOMETER IS NOT ACCURATE REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISLOSURE.									
WE LIKE TO KNOW REFERRAL <input type="checkbox"/> INTERNET <input checked="" type="checkbox"/> FRIEND <input type="checkbox"/> RADIO <input type="checkbox"/> NEWSPAPER <input type="checkbox"/> NEW FRIEND <input type="checkbox"/> PREVIOUS CUSTOMER <input type="checkbox"/>									
LIMITATION OF LIABILITY THE SELLER, MAIBACH FORD, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE. THIS DISCLAIMER BY THE SELLER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY.									
TOTAL MONEY DIFFERENCE \$ -1626.00									
TRADE PAYOFF TO <input type="checkbox"/> BY OFF GOOD TITLE <input type="checkbox"/>									
NET TRADE EQUITY \$ 0.00									
CASH DOWN <input type="checkbox"/>									
REBATE <input type="checkbox"/>									
BALANCE DUE <input type="checkbox"/>									

The front and back of this Order comprise the entire agreement affecting this purchase and no other representation or statement of fact or promise, written or oral, has been made by either party which is not embodied in the front and back of this Order. I acknowledge receipt of a copy of this Order and accept it as the basis of this agreement to buy a used vehicle see consumer disclosure statement below. I hereby certify that I am of the age of majority in my state or province and that I have read and understood the terms and conditions of this agreement. I have read and understood the consumer disclosure statement. I certify that I am of the age of majority in my state or province and that I have read and understood the terms and conditions of this agreement. I acknowledge receipt of a copy of this order.

IN CONTRACTUAL DISCRESSION STATEMENT TUGGED VEHICLES AND THE INFORMATION SOLICITED ON THIS FORM WILL NOT OVERRIDE ANY CONTRACT PROVISIONS IN THE CONTRACT OF SALE.

INFORMATION ON HOW TO FILE YOUR TAXES AND GET A REFUND

Exhibit B

CUSTOMER #: 208560

139942

MICHAEL BYLER
MICHELLE BYLER

INVOICE

PRESTON
Nobody Sells for Less
FORD, INC.

PAGE 1

13500 West Carter Street
BURTON, OHIO 44021
(440) 834-1600 (440) 834-1661
(440) 851-4141

SERVICE ADVISOR: 796 DAWN M WEST

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
GREY	17	FORD F250 PICKUP	1PT7X2B66HEB33593		4232/4240	377
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
29SEP17 DD			17:00 15DEC17			INV. DATE
R.O. OPENED	READY		OPTIONS: ENG: 6.2 Liter			
10:29 15DEC17	06:41 19DEC17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A GUEST STATES LIKE STEERING AND OR SUSPENSION IS LOOSE - CAN FEEL IN STEERING WHEEL WHEN GOING AROUND CIRCLE IN BURTON - CAN SOMETIMES FEEL IN BRAKE AND GAS PEDAL

I NO PROBLEM FOUND AT THIS TIME

533 SPERLING, TIMOTHY M LIC#: 533

CP

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
4240 ROAD TEST CHECKED OVER FRONT ALL COMPONENTS ARE TIGHT COULD NOT DUPLICATE ANY CONCERN							

B PERFORMED MULTI-POINT INSPECTION CHECK LIST.

99P PERFORMED MULTI-POINT INSPECTION CHECK LIST.

533 SPERLING, TIMOTHY M LIC#: 533

CP

GBATT BATTERY TESTS GOOD

533 SPERLING, TIMOTHY M LIC#: 533

CP

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME

533 SPERLING, TIMOTHY M LIC#: 533

CP

GBK BRAKE LININGS ARE OK AT THIS TIME

533 SPERLING, TIMOTHY M LIC#: 533

CP

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
4240 PERFORMED MPI							

In the event that you, the customer, determine dissatisfaction with the quality of service, or charge will be imposed for unnecessary, unnecessary or partially completed work. Such charge will be directly related to the actual amount of labor or materials consumed in the performance.

STATEMENT OF DISCLAIMER

The factory warranty disclaimer of the manufacturer with respect to the sale of the automobile. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability, or fitness for a particular purpose. Dealer neither assumes nor warrants any other power or authority for a duty liability in connection with the sale of this automobile.

TERMS: STRICTLY CASH UNLESS PERSONAL ARRANGEMENT MADE

I hereby acknowledge the repair work herein has been to my entire satisfaction with the necessary materials and equipment that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, flood, or any other cause beyond your control or for any damage caused by unreasonableness of parts or damage to parts furnished by the supplier or manufacturer. I hereby grant you under your employment permission to release the vehicle herein described on credit. Returns or exchanges for the purpose of testing makes inspection. An insurance adjuster's loss or damage assessment on claim outside of coverage the amount of repair charges. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

CONSENT TO SIGN

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
LABOR AMOUNT	0.00	0.00	0.00
PARTS AMOUNT	0.00	0.00	0.00
GAS, OIL, LUBE	0.00	0.00	0.00
SUBLET AMOUNT	0.00	0.00	0.00
MECH. CHARGE	0.00	0.00	0.00
TOTAL CHARGE	0.00	0.00	0.00
LESS INSURANCE	0.00	0.00	0.00
SALES TAX	0.00	0.00	0.00
PLEASE PAY THIS AMOUNT			0.00

CUSTOMER COPY

CUSTOMER #: 208560

MICHAEL BYLER
MICHELLE BYLER

152758

INVOICE

DUPLICATE 1

www.

THEORY, 1993

3 West Center Street

13580 West Center Street
BURTON, OHIO 44021
(440) 834-1800 (440) 834-1861
1440m PSI-1111

		NAME	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
GRAY	17	FORD F250 PICKUP		1PT7X2B66HEB33593		18618/18619	T882
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP17 DD			18:00 12DEC18			CASH	12DEC18
R.O. OPENED		READY	OPTIONS: ENG:6.2_Liter				
06:52 12DEC18		08:51 12DEC18					

LIST NET TOTAL

A FRONT END SHAKE OVER BUMPS LOWER SPEEDS AND HIGHER
POO ORDERED STEERING DAMPER. WARRANTY

409 TOTH, TIMOTHY LIC# 409

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

18618 road test. verify concern. lift and inspect. needs tsb
18-2268 steering damper. ordered

B Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

99P Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

409 TOTH, TIMOTHY LIC#: 409
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

In the event that you, the customer, require compensation, we do not guarantee compensation of a
major or minor. A charge will be imposed for subsequently returning or sending completed work.
Such charge will be directly related to the actual amount of labor or parts required in the repair.

STATEMENT OF DISCLAIMER

The history, literary, scientific, or of the religious life, and in the rule of the brethren. The Order of Saint Benedict consists of monasteries, either separate or joined, including any dependent community of monastics, or library, or hermitage, or hermitages, under their common or common any other power or government for a space limited or continuous with the rule of the brethren.

SCOTTSDALE, ARIZONA 85251-4200 602.946.2000 800.322.2000

DESCRIPTION		TOTAL
	AMOUNT	
LABOR AMOUNT		0.00
PARTS AMOUNT		0.00
GAS, OIL, LUBE		0.00
BUBBLE AMOUNT		0.00
MISC. CHARGES		0.00
TOTAL CHARGES		0.00
LESS INSURANCE		0.00
SALES TAX		0.00
PLEASE PAY THIS AMOUNT		0.00

CUSTOMER CORNER



CUSTOMER # 208560

MICHAEL BYLER
MICHELLE BYLER

153228

INVOICE

PAGE 1

13580 West Center Street
BURTON, OHIO 44021
(440) 834-1800 (440) 834-1881
(440) 851-4141

SERVICE ADVISOR: 948 DAVID J LUDLOW

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRAY	17	FORD F250 PICKUP	1FT7X2B66HEB33593		19104/19105	T372	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
29SEP17 DD			WAIT 26DEC18			CASH	26DEC18
				OPTIONS: ENG:6.2 Liter			
12:57 26DEC18	15:58 26DEC18						

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

99P Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

426 SWIFT, THOMAS LIC#: 426

CP 0.00 0.00

GBATT BATTERY TESTS GOOD

426 SWIFT, THOMAS LIC#: 426

CP 0.00 0.00

GBK BRAKE LININGS ARE OK AT THIS TIME

426 SWIFT, THOMAS LIC#: 426

CP 0.00 0.00

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME

426 SWIFT, THOMAS LIC#: 426

CP 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

19104 MPI Performed inspection. Set tire to 60 in front and 65 in rear. Top off fluids as necessary.

***** B CUSTOMER STATES VIBRATIONS IN FRONT END

CAUSE:

182268A 2017-2019 F-Super Duty 4X4 250/350:

Inspect The Vehicle, S

426 SWIFT, THOMAS LIC#: 426

WF4 (N/C)

1 HC3Z-3E651-F DAMPER ASY (N/C)

PC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

426

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

19104 42 steering damper does not operate properly. Road test, verify cust concern. Check oasis and found TBS#18-2268. verified

In the event that you, the customer, authorize compensation for the cost of the inspection. The basic hourly expense consists of compensation, other expenses or required, including any implied warranty of merchantability or fitness for a particular purpose. Other neither assumes nor authorizes any other person to assume for it any liability in connection with the cost of this inspection.

STATEMENT OF DISCLAIMER

The hourly expense consists of the compensation with respect to the costs of the inspection. The basic hourly expense consists of compensation, other expenses or required, including any implied warranty of merchantability or fitness for a particular purpose. Other neither assumes nor authorizes any other person to assume for it any liability in connection with the cost of this inspection.

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENT MADE

I hereby acknowledge the repair work herein set forth, to be done along with the necessary material and services that you can and compensate for loss or damage to vehicles or articles left to vehicles in care of me, my son, or any other person beyond your control or for any damage caused by unskillfulness of persons or damage to parts supplied by the supplier or transporters. I hereby grant you under your unqualified permission to remove the vehicle herein described as above, highcharge or otherwise for the purpose of testing under inspection. An express insurance has to hereby acknowledge on above vehicles to insure the amount of repair thereof. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

CONTRACT NUMBER

X

SERVICE HOURS:

7:00 AM TO 5:30 PM

MONDAY THRU FRIDAY

6:00 AM - 4:00 PM

SATURDAY

DESCRIPTION	AMOUNT	TOTAL
LABOR AMOUNT		
PARTS AMOUNT		
GAS, OIL, LUBE		
SUBLET AMOUNT		
MISC. CHARGES		
TOTAL CHARGES		
LESS INSURANCE		
SALES TAX		
PLEASE PAY THIS AMOUNT		

CUSTOMER COPY

153882

David J Ludlow

Opened:	01/15/2019
Closed:	01/17/2019
Message:	19,659

[InspectPro Summary](#)

[View VIR](#)

[View Inspection Form](#)

Line Code A

Complaint: STEERING- SUSPENSION- DAVID KNOWS

Cause:

Correction: 196660 42 STEERING DAMPER DOES NOT OPERATE PROPERLY ROAD TEST, VERIFY CUST CONCERN. SET TIRE PRESSURE AND CHECK DAMPER. DAMPER PASSES. INSTALL 3/4 DEGREE CAMS ON BOTH SIDES. SET TOE AND STEER AHEAD ANGLE. ROAD TEST. NPOW OK AT THIS TIME.

Op Code: 182268D Tech: Thomas Swift Type: WF4

Line Code B

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Correction: 19660 MPI PERFORMED INSPECTION. SET TIRES TO SPECS. TOP OFF FLUIDS AS NECESSARY.

Op Code: 99P Tech: Thomas Swift Type: CP

Line Code C

Complaint: QUALITY CONTORL

Correction: 196660 INFO LINE NO WORK PERFORMED.

Op Code: None Tech: Thomas Swift Type: CP

[Inspection Summary](#)

[View PDF](#)

Declined Total:

\$0.00

No shop charges and taxes included

Invoice Total:

\$281.30

155075

David J Ludlow

Created:	02/18/2019
Changed:	02/27/2019
Total:	20,373

Line Code A

Complaint: CS STEERING FEELS LOOSE. HAVE TECH GO FOR RIDE FOR STEERING ISSUES

Op Code: R.0 Tech: Thomas Swift Type: INTF

Line Code B

Complaint: ELECTICAL OUTLETS DONT STAY ON WITH KEY OFF

Correction: 20373 NPF CHECK OWNERS MANUAL AND ON PAGE 168 IT DESCRIBES THE FUNCTIONALITY OF THE ELECTRICAL OUTLETS ON THE TRUCK. THEY ARE NOT POWERED UP UNTIL KEY IS ON.

Op Code: R.0 Tech: Thomas Swift Type: INTF

Line Code C

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Op Code: 99P Tech: Thomas Swift Type: INTF

Inspection Summary

[View PDF](#)

Declined Total:

\$0.00

*No shop charges and taxes included

Invoice Total:

\$0.00

156162

David J Ludlow

Opened	03/19/2019
Closed	03/20/2019
Message	21,283

[InspectPro Summary:](#)[View VIR](#)[View Inspection Form](#)

Line Code A

Complaint: C/S CAN FEEL SOMETHING IS LOOSE IN STEERING WHEN DRIVING OVER BUMPS. CHECK AND ADVISE

Cause:

Correction: 21283 TEST DRIVE VEHICLE FOR CONCERN. PERFORM VISUAL INSPECTION. LOOSENESS DETECTED IN RIGHT LOWER TIE ROD END. REPLACE TIE ROD END AND RESET TOE.

Op Code: 3130AA Tech: Timothy Toth Type: WF4

Line Code B

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Correction: 21287 PERFORM MPI

Op Code: 99P Tech: Timothy Toth Type: CP

Line Code C

Complaint: CASTER, CAMBER, TOE-IN - CHECK - L

Op Code: 3001A Tech: Timothy Toth Type: WF4

Line Code D

Complaint: CASTER, CAMBER, TOE-IN - CHECK - L EXTRA TIME FOR A POST-REPAIR ROAD TEST.

Op Code: 3001AXQ Tech: Timothy Toth Type: WF4

Line Code E

Complaint: TOE-IN - CORRECT (FRONT/REAR) - L

Op Code: 3001A6 Tech: Timothy Toth Type: WF4

158301

David J Ludlow

Opened:	05/16/2019
Closed:	05/31/2019
Messages:	23,797

[InspectPro Summary:](#)[View VIR](#)[View Inspection Form](#)**Line Code A**

Complaint: CUSTOMER STATES WHEN DRIVING HIGHER SPEEDS AND HITTING BUMPS THE FRONT END STARTS SHAKING. CAN ALSO FEEL KNOCKING IN STEERING WHEEL WHEN GOING OVER BUMPS AT LOWER SPEEDS. CHECK AND ADVISE

Cause:

Correction: 23803 VERIFIED CONCERN ON TEST DRIVE. SUSPECT ALIGNMENT ISSUE. PERFORM VISUAL INSPECTION. PERFORM ALIGNMENT CHECK. CASTER AT HIGHER END OF SPEC. INSTALL 1 DEGREE CAMBER CAMS AND READJUST. TEST DRIVE VEHICLE. CONCERN GREATLY IMPROVED AFTER REPAIRS.

Op Code: R2.6

Tech: Timothy Toth

Type: IS

Line Code B

Complaint: PERFORMED SEMI-SYNTHETIC OIL CHANGE SERVICE

Correction: 23803 PERFORM LOF. INSTALL CAMBER SHIMS.

Op Code: BLOF

Tech: Timothy Toth

Type: IADCP

Line Code C

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Correction: 23797 PERFORM MPI

Op Code: 99P

Tech: Timothy Toth

Type: IADCP

Line Code D

Complaint: GOODWILL OIL CHANGE CUST SATISFACTION

Op Code: I

Tech: Timothy Toth

Type: IADCP

171397

Matt Sims

Opn Date:	05/23/2020
Declined:	05/26/2020
Ref ID:	37,544

InspectPro Summary:

[View VIR](#)

[View Inspection Form](#)

Line Code A

Complaint: CUSTOMER REQUESTING 20N04 TO BE PERFORM FOR FRONT WHEEL SHAKING CONCERN

Cause:

Correction: 37544 20N04 INSTALL STEERING DAMP

Op Code: 20N04B Tech: Terry M Plummer Type: WF4

Line Code B

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Correction: 37544 MPI

Op Code: 99P Tech: Terry M Plummer Type: CP

Inspection Summary

[View PDF](#)

Declined Total:

\$0.00

*No shop charges and taxes included

Invoice Total:

\$108.14

CUSTOMER #: 208560

199362

MICHAEL BYLER
MICHELLE BYLER

INVOICE

PAGE 1

PRESTON

FORD, INC.
13580 West Center Street
BURTON, OHIO 44021
(440) 834-1800 (440) 834-1661

SERVICE ADVISOR: 1079 MICHAEL ROBERTSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRAY	17	FORD F250 PICKUP	1FT7X2B66HBB33593		59880/59881	T3886	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO	RATE	PAYMENT	INV. DATE
29SEP17 DD			15:00 08JUL22		129.00	CASH	08JUL22
R.O. OPENED	READY		OPTIONS: ENG:6.2 Liter				
11:46 08JUL22	17:00 08JUL22						

LINE OP CODE TECH TYPE HOURS LIST NET TOTAL

A GS THINKS FUEL PUMP WENT BAD AGAIN ENGINE CRANKS EXCESSIVELY BEFORE
STARTING INTERMITTANTLY. CHECK AND ADVISE
CND COULD NOT DUPLICATE CUSTOMERS CONCERN

1108 STIVERS, BRENNAN M LIC#: 1108

CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
59880 could not duplicate customer concern, No issues found at this time

B Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation.

WRKS Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation

1108 STIVERS, BRENNAN M LIC#: 1108

IADCP

1 FL*820*SB12 FILTER ASY/OIL OIL
7 XO*5W20*BSP OIL *ENGINE

(N/C)

(N/C)

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
CUSTOMER PAY DEDUCTIBLE FOR LINE B

65.04

59880 performed works

C CS POWER STEERING WHINES CHECK AND ADVISE

I INFORMATION LINE

1108 STIVERS, BRENNAN M LIC#: 1108

CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
59880 LF balljoint is bad.. CHECKED POWER STEERING OR AT THIS TIME

D Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

99P Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.

In the event that you, the customer, determine otherwise but do not otherwise compensate us for repair or service, a charge will be imposed for disassembly, reassembly or partially disassembled work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection.

STATEMENT OF DISCLAIMER:

The customer expressly certifies all of the information will respect to the facts of this transaction. The customer expressly certifies all expenses, other expenses or implied, including but not limited to attorney's fees, court costs, or license for a particular purpose. Other parties concerned may disclaim any liability or expense for it may liability in connection with the acts of this transaction.

TERMS: STRICTLY CASH UNTIL APPROVAL ARRANGEMENT MADE

I hereby acknowledge the repair work, hours and date, to be done along with the necessary services and parts that are not compensated for base or charge to vehicle or vehicles will be included in amount of the bill. Any other charges imposed your account or balance charged by the company will be the responsibility of the customer. I further agree that prior arrangements made by me with another service center or repair shop, or any other business described as above, telephone, or otherwise, for the purposes of obtaining services or parts, will not affect my obligation to pay for services and parts rendered by the company. I further acknowledge that it is my responsibility to pay for services and parts rendered by the company's due to timely acknowledgement and/or written to inform the company of such arrangements.

NOTICE: ACKNOWLEDGE RECEIVED FOR A COPY HEREIN

RECEIVED AND READ

DESCRIPTION	TOTAL
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
EMBC CHARGES	
STOTAL CHARGE	
DISCOUNT	
HOLD IN TRAVEL	
TRAVEL CHARGE	
GRAND TOTAL	
DISCOUNT AMOUNT	

Exhibit C

LAW OFFICE OF RONALD J. BOLZ, PLLC

30928 Ford Road
Garden City, MI 48135
Phone: 1-888-453-6667
Fax: 1-888-334-8333
www.LemonAuto.com
RBolz@LemonAuto.com

August 17, 2022

Ford Motor Company
c/o CT Corporation System
4400 Easton Commons Way, Ste. 125
Columbus, Ohio 43219

RE: 2017 Ford F-250
VIN: 1FT7X2B66HEB33593

To Whom It May Concern:

Please be advised that I represent Michael Byler and Michelle Byler regarding the sale of the above-referenced vehicle from White's Ford on or about September 29, 2017. Mr. and Mrs. Byler, pursuant to the Ohio Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby notify you of your breach of warranties, revokes acceptance of the 2017 Ford F-250, and are prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to them of all monies expended, putting them back in the position they were prior to the contract.

Mr. and Mrs. Byler intend to hold Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle and breach of warranties, including attorneys' fees incurred with enforcing their rights pursuant to but not limited to the following: ORC 1302.26, ORC 1302.27, ORC 1302.66, ORC 1302.85, ORC 1302.88, ORC 1302.89, ORC 1302.93, ORC 1345.09, 15 U.S.C. 2301; 15 U.S.C. 2308, and 15 U.S.C. 2310(d)(1) and (2).

Since the date Mr. and Mrs. Byler took delivery, the 2017 Ford F-250 has been in for repairs on numerous occasions and been out of service due to defects for an excessive amount of time. If you do not contact us in writing within 7 days of this letter and acknowledge your breach of warranties and sale of a nonconforming good, we will bring an action seeking all remedies available under the law.

Ford Motor Company
August 17, 2022
Page Two

If I do not hear from you within 7 days, I will assume that you refuse to acknowledge your breach of warranty and the nonconforming nature of the vehicle. Please be advised that if you do not allow return of the vehicle, my clients will be forced to continue to use the vehicle to mitigate their damages. However, if you wish for Mr. and Mrs. Byler to discontinue use of the vehicle and thereby increase their damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize their continued use of the vehicle to minimize their damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with Mr. and Mrs. Byler must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

LAW OFFICE OF RONALD J. BOLZ, PLLC



Ronald J. Bolz, Esq.

RJB/snh

cc: Michael Byler and Michelle Byler